

Douglas E. Hart  
Attorney at Law

September 15, 2011

**VIA EFCS**

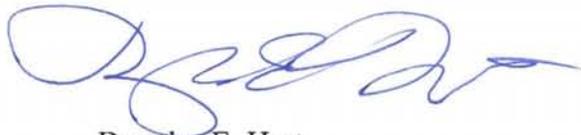
Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

Re: *Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92;  
*High-Cost Universal Service Support*, WC Docket No. 05-337; *Establishing Just  
and Reasonable Rates for Local Exchange Carriers*, WC Docket No. 07-135;  
*Connect America Fund*, WC Docket No. 10-90; *A National Broadband Plan for  
Our Future*, GN Docket No. 09-51.

Dear Ms. Dortch:

Pursuant to the procedures outlined in the *Supplemental Protective Order*, DA 11-1525 in the above-captioned proceeding, the undersigned hereby submits Acknowledgements of Confidentiality and License Agreements signed by Patricia L. Rupich, Senior Manager-Regulatory, and Michael E. Bishop, Senior Manager, both of Cincinnati Bell, and Douglas E. Hart, outside counsel to Cincinnati Bell. These are being submitted to obtain access to the CostQuest Associates Broadband Analysis Tool ("CQBAT") and other related confidential material filed in the above-referenced proceeding.

Very truly yours,



Douglas E. Hart

## APPENDIX A

## Acknowledgment of Confidentiality

CC Docket No. 01-92, WC Docket Nos. 05-337, 07-135, 10-90, GN Docket No. 09-51

I hereby acknowledge that I have received and read a copy of the foregoing Supplemental Protective Order in the above-captioned proceedings and the following CostQuest Associates, Inc. Restricted CQBAT License (the "Limited License"), and I understand both.

I agree that I am bound by the Supplemental Protective Order and by the Limited License and that I shall not disclose or use Licensed Materials except as allowed by the Supplemental Protective Order and the Limited License.

I acknowledge that a violation of the Supplemental Protective Order is a violation of an order of the Federal Communications Commission.

I acknowledge specifically that my access to any information obtained as a result of the Supplemental Protective Order and the Limited License is due solely to my capacity as a party or representative of a party to this proceeding or as a person described in paragraph 7 of the foregoing Supplemental Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Licensed Materials are not accessed or used except as specifically permitted by the terms of the Supplemental Protective Order and the Limited License.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized access to or disclosure of Licensed Materials.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Supplemental Protective Order.

Executed this 15 day of September, 2011.



[Name] Michael E. Bishop  
[Position] SENIOR MANAGER  
[Address] 221 EAST FOURTH ST  
[Telephone] 513-377-1231

6.6. Entire Agreement. This Agreement and the Supplemental Protective Order constitute the parties' entire understanding with regard to the matters herein, and there are no other understandings, either written or unwritten, with regard to such matters. The Agreement may not be modified, amended, canceled or waived, in whole or in part, except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective as of the date first set forth above.

LICENSOR:

CostQuest Associates, Inc.

By: \_\_\_\_\_  
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson  
Taft Stettinius & Hollister LLP  
425 Walnut Street, Suite 1800  
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LICENSEE:

Michael E. Bishop  
[name]

Senior Manager  
[position]

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[company]

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[address]

513-397-1231  
[telephone]

mike.bishop@cibell.com  
[email address]

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[Name] PATRICIA L. RUPICH  
[Position] Senior Manager - Regulatory  
[Address] 221 E. 4th St. Cincinnati, OH 45202  
[Telephone] 513-347-6671

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Cincinnati, Ohio 45202-3957  
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(513) 381-0205 (fax)  
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LICENSEE:

Patricia L. Rupich  
[name]

Senior Manager, Regulatory  
[position]

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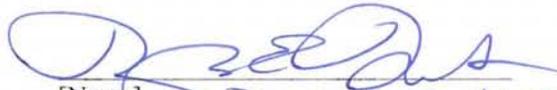
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Executed this 15<sup>th</sup> day of September, 2011.



[Name] DOUGLAS E. HART  
 [Position] Attorney  
 [Address] 441 VINE ST., SUITE 402  
 [Telephone] Cincinnati, OH 45202  
 (513) 621-6709

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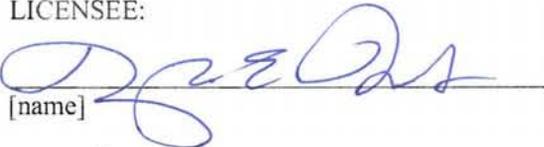
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(513) 381-0205 (fax)  
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Attorney  
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